

## Last Chance Agreement

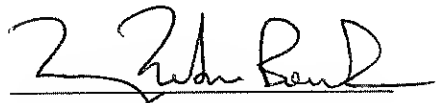
The Peninsula School District ("District"), the Peninsula Education Association ("Association") and John Rosi ("Employee") agree the District has sufficient cause to terminate Employee from his employment as a teacher in the Peninsula School District for his actions on February 2, 2012. In lieu of termination, the parties agree to the following:

1. Employee will serve a ten (10) day suspension without pay. Attached as Exhibit A is a copy of the letter of suspension. The District and the Employee agree that the suspension without pay will be deemed served as of the date of this Agreement and a corresponding amount of pay will be deducted from Employee's remaining paychecks for the 2011-12 year.
2. Employee agrees not to request a hearing pursuant to RCW 28A.405.310 regarding the ten (10) day suspension. The letter of suspension is not subject to removal from Employee's personnel file under the terms of the collective bargaining agreement. The Employee and the Association agree not to file any grievance related to the imposition of this discipline.
3. Employee will not be assigned to Kopachuck Middle School for the remainder of the 2011-12 or the 2012-13 school year. Employee will serve as a floating sub for the remainder of the 2011-12 school year and his placement will be at the District's discretion. When Employee returns as a certificated employee for the 2012-13 school year, he will be assigned to a building other than Kopachuck Middle School, at the District's discretion.
4. Employee and the Association agree that upon a determination that Employee has engaged in any future misconduct related to supervision of students prior to August 31, 2013, the District may discharge Employee. Employee has the right to request a statutory hearing pursuant to RCW 28A.405.310 to determine the following issues: 1) Did the alleged conduct referred to in this paragraph occur; and 2) If the alleged conduct referred to in this paragraph did occur, did it amount to a material breach of the Last Chance Agreement. If it is determined by an arbitrator or statutory hearing officer that the conduct occurred and the conduct constituted a material breach of the Last Chance Agreement, Employee may not contest whether the conduct constitutes grounds for his discharge.
5. The District will arrange for training for Employee in the area(s) of classroom management, management of student behavior, instructional practices, and/or boundary invasion. Employee will complete such training.
6. Unless legally required to do so, when directed to by the District, or as needed for consultation with his union representatives, Employee will not discuss the misconduct which occurred on February 2, 2012 nor the resolution agreed to by the parties.

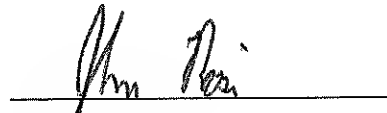
7. This Agreement constitutes the entire agreement between the parties and may only be changed by written amendment signed by the parties. Each party has had the opportunity to review carefully, seek clarification of, or propose changes to any portion of this Agreement. Accordingly, the parties intend that this Agreement should be construed as if jointly prepared and that any ambiguity should not be construed against either party.

8. This Agreement shall be interpreted and construed under the laws of the State of Washington. The parties agree that the Superior Court of the State of Washington in and for Pierce County shall be the venue for and have jurisdiction over the parties in the event of such proceeding.

9. This Agreement shall be effective upon execution by authorized representatives of all parties. In executing this Agreement, facsimile or photocopy signatures shall be considered appropriate substitutes for originals.

  
Terry Nelsen Bouck  
Superintendent

4/26/12  
Date

  
John Rosi  
Employee

4/26/12  
Date

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Peninsula Education Association

\_\_\_\_\_  
Date